

Austin & Rogers, P.A.

ATTORNEYS AND COUNSELORS AT LAW

C.C. HARNESS, III
(1949-2010)

TIMOTHY F. ROGERS
RAYMON E. LARK, JR.
RICHARD L. WHITT
EDWARD L. EUBANKS
W. MICHAEL DUNCAN

COLUMBIA OFFICE:
CONGAREE BUILDING
508 HAMPTON STREET, SUITE 300
POST OFFICE BOX 11716
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 256-4000
FACSIMILE: (803) 252-3679
WWW.AUSTINROGERSPA.COM

OF COUNSEL:
WILLIAM FREDERICK AUSTIN
JEFFERSON D. GRIFFITH, III*

* ALSO ADMITTED IN N.C.

May 24, 2016

VIA, ELECTRONIC FILING

The Honorable Jocelyn Boyd
Chief Clerk and Administrator
The Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

Re: • Lily Solar LLC vs. South Carolina Electric & Gas Company
• **2016-89-E**

Dear Ms. Boyd:

Enclosed for filing, please find Lily Solar's Second Set of Request for Admissions, Second Supplemental Interrogatory and Second Supplemental Request for Production and Certificate of Service.

Respectfully Submitted,

/S/_____
Richard L. Whitt

RLW/cas

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2016-89-E**

IN RE:)	
Lily Solar LLC,)	
)	
Complainant/Petitioner,)	
vs.)	LILY SOLAR LLC'S
)	SECOND SET OF REQUEST FOR
)	ADMISSIONS, SECOND
South Carolina Electric & Gas Company,)	SUPPLEMENTAL INTERROGATORY
)	AND SECOND SUPPLEMENTAL
Defendant/Respondent.)	REQUEST FOR PRODUCTION
)	

TO: K. CHAD BURGESS, ESQUIRE, ATTORNEY FOR DEFENDANT/RESPONDENT:

The above-named Complainant/Petitioner, Lily Solar LLC, (hereinafter as, "Lily Solar", pursuant to Regs 103-835 and Rule 36, of the South Carolina Rules of Civil Procedure, hereby serves the Defendant/Respondent, South Carolina Electric & Gas Company with Lily Solar's LLC's Second Set of Request for Admissions, Second Supplemental Interrogatory and Second Supplemental Request for Production to be answered separately within twenty (20) days from the date of service hereof. Please set forth your answers separately, after restating the question.

DEFINITIONS

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. **"You" or "your" shall refer to**, Defendant/Respondent, South Carolina Electric & Gas Company, (hereinafter as, "SCE&G").
2. **The conjunctions "and" and "or" shall be interpreted** in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.
3. **"Contract", or "Agreement",** refers to the documents from the Interconnection Application from Lily Solar to Defendant/Respondent.

4. **“Document” shall mean** all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of foregoing, punch cards, print-out sheets, movie film, slides, photographs, records, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cable, papers, agreements, contracts, purchase orders, acknowledgements, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meeting of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. Media includes data on computers, laptop computers, netbook computers, cell phones, telephones, PDA’s, Blackberry’s or Blackberry type devices, smart phones, external hard drives and flash drives or storage devices of any type, of SCE&G and specifically includes the computer and or laptop computers utilized by Representatives of SCE&G. Media means media, as broadly as the term “media” may be defined, that contains electronic data, as to the Interaction between Lily Solar and SCE&G.

5. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

6. **For the purposes of this Discovery**, the time period covered shall extend back to January, 2015, until the date of these presents.

SECOND REQUEST FOR ADMISSIONS

2-1. Admit that Lily Solar submitted a 70 MW AC Interconnection Application in February, 2015, that you deemed the Interconnection Application complete, and you accepted the Interconnection Application deposit provided by Lily Solar.

2-2. Admit that you and representatives and consultants for Lily Solar attended Lily Solar’s interconnection scoping meeting in March, 2015 at your facility in Columbia, S.C.

2-3. Admit that, at the scoping meeting in March, 2015, you stated that Lily Solar is a Large Generator and, as such, would be processed under your Large Generator Interconnection Procedure in alignment with the published SCE&G Open Access Transmission Tariff.

2-4. Admit that, at the scoping meeting in March, 2015, a representative of Lily Solar accepted your clarification to allow you to follow the Large Generator Interconnection Procedure as outlined in your Tariff.

2-5. Admit that you provided and countersigned study agreements (System Impact Study and Facilities Design Study) for Lily Solar that conform with and refer to, your Large Generator Interconnection Procedure in alignment with your tariff.

2-6. Admit that Lily Solar's Interconnection Application was submitted prior to initiation of the State Interconnection Standard negotiations last year, at ORS.

2-7. Admit that you were required, under your published tariff, to provide a conforming Large Generator Interconnection Agreement, upon completion of the Facility Design Study.

2-8. Admit that you did not provide a Large Generator Interconnection Agreement to Lily Solar when required in January, 2016, that conformed with your tariff.

2-9. Admit that you were aware of the possible expiration of the Federal Investment Tax Credit last year during the period where you administered the Interconnection Studies for Lily Solar in alignment with your Large Generator Interconnection Procedure.

2-10. Admit that you were aware of the Federal Investment Tax Credit multi-year extension prior to submitting a non-tariff conforming Interconnection Agreement to Lily Solar.

2-11. Admit that Lily Solar was not one of the joint applicants in the Public Service Commission of South Carolina Docket 2015-362-E.

SECOND SUPPLEMENTAL INTERROGATORY

2-1. To the extent you denied any Request for Admission above, for each Request for Admission denied, state separately, with particularity and in detail, the basis and reasons for such denial and state the full name, title, job description if applicable, phone number, and present or last known business and residence addresses of any witness(es) having any information regarding or who may testify regarding the basis for your denial.

SECOND SUPPLEMENTAL REQUEST FOR PRODUCTION

2-1. To the extent you denied any Request for Admission above, produce any and all documents or other materials supporting your denial.

Richard L. Whitt
RLWhitt@AustinRogersPA.com
AUSTIN & ROGERS, P.A.
508 Hampton Street, Suite 300
Columbia, South Carolina 29201
(803) 251-7442
Attorney for Lily Solar LLC

May 24, 2016
Columbia, South Carolina

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2016-89-E**

IN RE:)
Lily Solar LLC,)
)
Complainant/Petitioner,)
vs.)
)
South Carolina Electric & Gas Company,)
)
Defendant/Respondent.)
)

CERTIFICATE OF SERVICE

I, Carrie A. Schurg, an employee of Austin & Rogers, P.A., certify that I have served copies of Lily Solar's Second Set of Request for Admissions, Second Supplemental Interrogatory and Second Supplemental Request for Production and this Certificate of Service, as indicated below, via electronic mail on May 24, 2016.

K. Chad Burgess
Email: chad.burgess@scana.com

/S/ _____
Carrie A. Schurg

May 24, 2016
Columbia, South Carolina